EXHIBIT 1

Terms of Service for Rainmaker System Modules | Rainmaker - Industry-Leading Revenue Management Software

Terms of Services

THESE TERMS OF SERVICE GOVERN YOUR USE AND ACCESS TO THE RAINMAKER SOLUTIONS AND SERVICES PROVIDED BY REALPAGE AND PURCHASED BY YOU UNDER AN APPLICABLE ORDER FORM AND TOGETHER WITH EACH EXECUTED ORDER FORM CONSTITUTE THE AGREEMENT.

BY ACCEPTING THESE TERMS OF SERVICE (THE AGREEMENT), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU (hereafter, "You", "Your" or "Customer") AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" OR "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT. YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement is effective between You and RealPage, Inc. ("RealPage") as of the earlier of the date You executed the Order form or the date You clicked your acceptance ("Effective Date") and may be amended only as set forth herein.

These Terms of Services were last updated on December 7, 2017.

See Schedule 1 for additional terms specific to the Rent Jungle® Solution.

Table of Contents

- 1. Definitions
- 2. License Grant
- 3. Fees and Payment
- 4. Additional Obligations
- 5. Confidential Information
- 6. Intellectual Property Rights
- 7. Term and Termination
- 8. Representations and Warranties; Disclaimers
- 9. Limitation of Liabilities
- 10. Miscellaneous

Section 1. Definitions.

In addition to terms defined elsewhere in this Agreement, the Order Form, at www.letitrain.com/terms and as otherwise referenced herein, whenever used in this Agreement the following capitalized terms shall have the following specified meanings:

- 1.1 "Affiliate" shall mean, with respect to a Party, an entity controlling, controlled by or under common control with such Party.
- 1.2 "Billable Unit" shall mean any Unit within a Managed Property (excluding model Units or Units down for rehab).
- **1.3 "Confidential Information"** shall have the meaning set forth in Section 5.2.
- **1.4 "CPI"** means the U.S. All Items index (index base period, 1982-84=100; series title, CWUR0000SA0) for Urban Wage Earners and Clerical Workers (CPI-W) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- **1.5 "Customer Data"** shall mean any and all proprietary information owned by Customer prior to or independent of its use of the Rainmaker System.
- **1.6 "Copyrights"** shall mean all U.S. and foreign registered and unregistered copyrights (and applications for registration of the same and any goodwill associated with any and all of the foregoing) in and to the Rainmaker System, including the Solutions, Rainmaker Enhancements, the Host Systems, the Rainmaker Data, including the Rainmaker Output, and Instructional Information (or any part, component or expressions of any of foregoing).
- **1.7 "Fees"** means any and all fees and payments (including but not limited to expenses) to be paid by Customer to RealPage under this Agreement.
- 1.8 "Hosted License" shall have the meaning set forth in Section 2.1.
- **1.9 "Host Systems"** shall mean all systems used in connection with the hosting of the Rainmaker Solutions and any and all enhancements, revisions, upgrades and modifications thereto and all other derivative works thereof.
- **1.10 "Instructional Information"** shall mean information, documentation or other media that includes information on the installation, maintenance, use, development, improvement, or technical aspects of the Rainmaker System.
- **1.11 "Intellectual Property"** shall collectively mean Trade Secrets, Copyrights, Patents, Tradenames, Trademarks, Service Marks, Know-How and any other intellectual property rights in and to the Rainmaker System, including the Solutions, Rainmaker Enhancements, the Host Systems, the Rainmaker Data, including the Rainmaker Output, and Instructional Information (or any part, component or expressions of any of the foregoing).
- **1.12 "Know-How"** shall mean a process, idea, concept, technique and other information that is not necessarily a Trade Secret or subject to a Patent, but relates to the Rainmaker System, including the Solutions, Rainmaker Enhancements, the Host Systems, the Rainmaker Data, including the Rainmaker Output, or Instructional Information (or any part, component or expressions of any of the foregoing), (e.g., maintenance and service information, scientific, commercial and technical data and other information) and is presently available or which may become available to Rainmaker (or its licensors) through its actions or through the actions of others.
- **1.13 "License Term"** shall have the meaning set forth in Section 7.1.1 hereof.
- **1.14 "Rainmaker Enhancements"** shall mean any and all enhancements, revisions, upgrades and modifications to the Rainmaker System and all other derivative works thereof, developed and implemented by or on behalf of Rainmaker (or its licensors) for Customer or, on a non-exclusive basis, for any other licensees of the Rainmaker System or otherwise developed by or on behalf of Rainmaker (or its licensors).
- 1.15 "Rainmaker Output" shall mean all data resulting from the use of the Rainmaker System.
- 1.16 "Rainmaker System" shall mean the Rainmaker Host Systems, Solutions(s), all Enhancements

and related documentation.

1.17 "Managed Properties" shall mean any multi-Unit property owned or managed by Customer or an Affiliate of Customer that has been initialized (deployed) to receive pricing or other Rainmaker Output from the Rainmaker System.

- **1.18 "Rainmaker Solutions (or "Solutions")"** means any of the Rainmaker products or services provided by RealPage and ordered by You under an executed Order Form for which you pay the applicable Fees.
- **1.19 "Order Form"** means the ordering documents for Your purchase of the Rainmaker Solutions hereunder, including addenda thereto, that are signed or electronically delivered by You and counter- signed and accepted by RealPage from time to time. Order Forms shall be deemed incorporated herein by reference.
- 1.20 "Party" or "Parties" shall mean, respectively, either RealPage or Customer, and as the context requires both RealPage and Customer.
- **1.21 "Patents"** shall mean the U.S. and foreign patents and patent applications and any additions, divisions, continuations, continuations-in-part, amendments, amalgamations, reissues and re-examination of such applications or patents, including any extensions and renewals thereof, in whatever form and by whatever legal title they are granted (e.g., a supplementary protection certificate), in and to the Rainmaker System, including the Solutions, Rainmaker Enhancements, the Host Systems (or any part, component or expressions of any of the foregoing), the Rainmaker Data, including the Rainmaker Output, and Instructional Information.
- **1.22 "Rainmaker Data"** shall mean any and all information contained in the Rainmaker System including, but not limited to, pricing information and the Rainmaker Output, but excluding only the Customer Data.
- 1.23 "Services" means those Rainmaker System services and licenses to the Rainmaker System ordered by You under an Order Form.
- 1.24 "Territory" shall mean the United States, Canada and Mexico.
- 1.25 "Tradenames, Trademarks and Service Marks" shall mean the registered and unregistered

tradename(s), trademark(s) or service mark(s) (and applications for registration of the same and any goodwill associated with any and all of the foregoing) used by RealPage with, or in association with, the Rainmaker System, including the Rainmaker Enhancements, the Host Systems, the Rainmaker Data, including the Rainmaker Output, and Instructional Information (or any part, component or expressions of any of the foregoing).

- **1.26 "Trade Secrets"** shall mean information including, but not limited to, the whole or any portion of any scientific or technical information, design, process, formula, pattern, compilation, program, data, device, method, technique, improvement, collection of information, confidential business information or financial information, listing of names, addresses or telephone numbers, or other information relating to any business or profession which is secret and has commercial value, whether through actual use, or informational value, and is maintained as a secret by RealPage (or its licensors) or is disclosed only with confidentiality restrictions placed on the recipient(s).
- 1.27 "Unit" shall mean a single apartment as commonly defined in the multi-family housing industry.

Section 2. License Grant

- **2.1 Hosted License.** Subject to payment of the applicable Fees and conditioned upon Customer's adherence to the terms and conditions of this Agreement, RealPage hereby grants Customer a non- exclusive, non-sublicensable, non-transferable, limited license to use the Rainmaker System and Solutions selected by Customer on the applicable Order Form, the Rainmaker Output and Instructional Information, in the Territory, for its internal purposes in connection with the management of Billable Units within the Managed Properties, subject to Section 2.2 (the "Hosted License"). The Rainmaker System shall reside on one or more computers hosted and managed by RealPage and shall be accessible by Customer only over the Internet.
- **2.2 Units.** The Hosted License granted herein shall be for the number of Billable Units, Managed Properties or other pricing terms as set forth on the applicable Order Form for which Customer pays the applicable Fees as described on an Order Form (Fees and Payments). Subject to the payment of the applicable per Unit Fees or other applicable Fees as set forth on the Order Form, additional Managed Properties and Units may be included under the Hosted License from time to time during the License Term at the written request of Customer.
- **2.3 No Other Licenses.** Except for the purpose of using the Rainmaker System, the Rainmaker Output and Instructional Information in Customer's internal property management activities, no licenses or permissions with respect to RealPage's (or its licensors') Intellectual Property are granted under this

Agreement or by any of the activities contemplated under this Agreement. Any rights not expressly granted in this Agreement are reserved to RealPage (and its licensors). For the purpose of clarification and not in limitation of the foregoing, the Hosted License granted hereunder does not include the right to sublicense (whether or not for compensation) or otherwise allow any third party to use the Rainmaker System, including the Solutions, Rainmaker Enhancements, the Host Systems, the Rainmaker Data, including the Rainmaker Output, or Instructional Information.

- **2.4 Tradenames.** Customer shall not claim ownership of any Tradenames, Trademarks or Service Marks, nor shall Customer use, without authorization from RealPage, any Tradenames, Trademarks or Service Marks or any tradenames, trademarks or service marks that are similar to any Tradenames, Trademarks or Service Marks.
- **2.5 Audit Rights.** RealPage may, at its own expense, and at any time upon reasonable prior notice and during regular business hours, audit Customer to ensure compliance with the terms of this Agreement. Any such audit shall be limited to records and data relevant to Customer's compliance with its duties and obligations under this Agreement and shall not unreasonably interfere with Customer's business activities. If as a result of the audit, RealPage finds that the Customer is in breach of this Agreement, Customer shall reimburse RealPage for its costs incurred in connection with such audit (which shall be in addition to any other remedies available to RealPage under this Agreement, at law or in equity).
- **2.6 Customer Restrictions.** Customer shall not, and shall not permit any of its Affiliates or their or its employees, subcontractors or outsourcers to: (a) use the Rainmaker System, the Rainmaker Output or Instructional Information for any purpose other than the purpose set forth in Section 2.1; (b) duplicate, reproduce, modify or otherwise create derivative works of the Rainmaker System; (c) reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source or human readable code, underlying algorithms, ideas, file formats or programming interfaces of the Rainmaker System; (d) market, transfer, license, sublicense or distribute the Rainmaker System, the Rainmaker Output or Instructional Information or any part thereof; (e) export or re-export the Rainmaker System, the Rainmaker Output or Instructional Information in any manner in violation of U.S. export laws; or (f) remove, obscure or modify any Copyright or other notice placed on the Rainmaker System, the Host Systems, the Rainmaker Output or Instructional Information.
- **2.7 Access.** The Rainmaker System may only be accessed by authorized users of Customer. RealPage may provide unique usernames, passwords and account numbers to Customer. Customer is responsible for maintaining the confidentiality of and use of all usernames, passwords and account numbers provided to Customer. Customer's right to use all such usernames, passwords and account numbers shall terminate immediately upon the termination of this Agreement.
- **2.8 Availability of the System.** The Rainmaker System is scheduled to be available 24 hours a day, 7 days a week; however, RealPage does not guarantee the availability of the Rainmaker System or that access will be uninterrupted or error free. RealPage reserves the right to interrupt, limit or suspend operation of the Rainmaker System from time to time for purposes of maintenance, upgrades and the like. RealPage shall not be responsible or liable for any damages arising from any interruption, suspension or termination of the Rainmaker System, regardless of the cause.
- **2.9 Suspension of Access.** RealPage shall have the right to limit or suspend Customer's access to all or any part of the Rainmaker System with or without notice, for any conduct that RealPage reasonably determines is in material violation of this Agreement or any applicable laws.
- **2.10 Property Management Systems.** To the extent that Customer's property management system ("PMS") will be supplying data into the Rainmaker System, Customer grants RealPage the right to extract Customer's Data from and import Customer's Data into Customer's PMS database and respond to requests for information and exchange of Customer data from Customer's PMS provider in the context of the Managed Property implementations and Rainmaker System services and support process.

Section 3. Fees and Payments

- **3.1 Fees and Payment.** Customer shall pay RealPage all fees in the amounts and at the times specified on the applicable Order Form(s) (the "Fees") and in this Section 3.
- **3.2 Invoicing.** RealPage shall invoice Customer on a monthly or annual basis (as set forth in the applicable Order Form) through the expiration of the License Term. Unless different terms are set forth in the Order Form, all payments shall be made within 30 days of RealPage invoice date or the first business day thereafter. All invoice totals shall be deemed accurate, and neither Party shall be entitled to an

adjustment to any invoice, as of 60 days following receipt of invoice by Customer, unless such Party has informed the other of a potential discrepancy to be resolved, such discrepancy to be resolved promptly.

- **3.3 Taxes.** Customer shall pay any applicable sales, use, ad valorem, stamp or other taxes based on the license granted or services received under this Agreement or Customer's use of the Rainmaker System, exclusive, however, of income taxes levied upon RealPage's income.
- 3.4 Interest. Any monies not paid to RealPage when due shall thereafter accrue interest at the rate of eight percent (8%) per annum or the maximum rate permitted by law, whatever is less.

Section 4. Additional Obligations

- **4.1 Rollout Plan.** Customer and RealPage shall work together to develop and implement a rollout plan to effectuate the implementation of the Rainmaker System for the Managed Properties following the Execution Date.
- **4.2 Responsibilities.** During the License Term, and in the course of the activities conducted pursuant hereto, the Parties shall have, without limiting any of their other rights, obligations and responsibilities under this Agreement, the following responsibilities:
- 4.2.1 With respect to the LRO® Revenue Management Solutions, Customer shall be responsible for the following:
- (a) Appointing a core team (one or more individuals) that shall perform the following functions: pricing revenue manager authority, property management, project management and technical services to work directly with RealPage and attend a project Kick-off meeting to be held shortly after contract signing;
- (b) Ensuring the Managed Properties, pricing revenue manager authority and executive sponsor participate and making the core team available for weekly or bi-weekly pricing calls to cover Rainmaker Output with RealPage during the Training Period;
- (c) BeavailableforconferencecallsormeetingswithRealPagetoincludeExecutiveSponsor and Customer project team at three (3) and six (6) month increments after the Effective Date to review project results;
- (d) Transferring daily transaction files from Customer's network to the Host Systems, in a method and format prescribed by RealPage;
- (e) Making available to the RealPage/Customer team reasonable working facilities, such as granting access to conference rooms, cubicles, copiers, etc. upon prior notice of such requirements; and
- (f) Ensuring the Managed Properties executive sponsor and core team participate and are available for weekly or bi-weekly pricing calls to cover Rainmaker Output with RealPage.
- 4.2.2 With respect to all Solutions, Customer shall:
- (a) Provide connectivity between Customer property management system and the Rainmaker System for purposes of file configuration into the Rainmaker System in the format required by RealPage;
- (b) Resolve data issues identified by RealPage;
- (c) Provide end-user training for its employees who will utilize the Rainmaker System;
- (d) Obtain, at its own cost and expense, the software, hardware, equipment and telecommunications source(s) necessary to access and use the Rainmaker System;
- (e) Take reasonable precautions to preserve the security of the Rainmaker System and the Host Systems and the privacy of other users of the Rainmaker System;
- (f) Monitor all of its Customer Data. RealPage has no obligation to monitor Customer Data; and

- (g) To the extent Customer implements the Rainmaker System on properties not owned by Customer, identify the owners of such Managed Properties.
- 4.2.2 Rent Jungle Solution Obligations. With respect to the Rent Jungle Solution, the specific terms and conditions and obligations of Customer set forth on Schedule 1 shall also apply.
- 4.3 Limitations on Access. You shall not:
- i. alter or tamper in any way with the software, look and feel or functionality of the Rainmaker System;
- ii. violate RealPage's or its licensors' Intellectual Property rights;
- iii. breach its obligations with respect to RealPage's Confidential Information as expressed herein below;
- iv. reproduce, copy, translate, modify, adapt, distribute, transmit, transfer, republish, compile or decompile, reverse engineer, transmit, display, remove or delete any of RealPage's Intellectual Property or the content and information provided by RealPage, its third party licensors and/or other users of the Rainmaker System;
- v. allow unauthorized disclosure or copying of any part of the Rainmaker System, the Host Systems, the Rainmaker Output, Instructional Information or any other information obtained from the Rainmaker System;
- vi. allow access to or use of the Rainmaker System by any third parties including, without limitation, to provide timeshare services, service bureau services, outsourcing or consulting services or for any unlawful purpose;
- vii. engage in any conduct that, in RealPage's sole discretion, restricts, inhibits or impacts any other user from using or enjoying the Rainmaker System; and
- viii. post on or otherwise transmit through the Rainmaker System any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic or otherwise objectionable material of any kind including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable laws.

Section 5. Confidential Information

- **5.1 No Disclosure.** In connection with this Agreement, each Party ("Disclosing Party") may provide to the other Party ("Receiving Party") certain Confidential Information (defined below). Except as set forth specifically herein, the Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party, or until the expiration of the time period set forth in the last sentence of Section 5.2, whichever shall first occur. The Receiving Party shall not disclose Trade Secrets of the Disclosing Party for so long as such information remains a Trade Secret. The Receiving Party shall not use the Disclosing Party's Confidential Information, except in connection with the performance of its obligations hereunder. The Receiving Party shall use the same degree of care it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, contractors or agents (i) only in accordance with and for purposes contemplated by this Agreement, and (ii) only to the extent such person has a need to know the Confidential Information for purposes of performing his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such person's scope of responsibility.
- **5.2 Confidential Information and Trade Secrets.** For the purposes of this Agreement, "Confidential Information" means the terms and conditions of this Agreement, and all non-public information about the Disclosing Party's business or, in the case of RealPage, the Rainmaker System, including the Solutions, Rainmaker Enhancements, the Host Systems, Rainmaker Data, including the Rainmaker Output, Instructional Information, or information that is marked by the Disclosing Party as "Proprietary", "Confidential", or with a similar legend, that is identified as proprietary or confidential by the Disclosing Party in writing promptly after disclosure, or that would reasonably be understood to be confidential, whether or not so marked. In the case of RealPage, Confidential Information of RealPage also shall include the object code and source code for the Rainmaker System and the documentation related thereto and any Confidential Information of its licensors or its other licensees as well as all pricing information and all other terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is at the time of disclosure, or thereafter becomes, publicly known through no fault of the Receiving

Party, (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the Receiving Party, (iii) was already known and not subject to an obligation of confidentiality by the Receiving Party prior to disclosure by the Disclosing Party, (iv) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party, (v) is disclosed by the Receiving Party with the Disclosing Party's prior written approval, (vi) is developed independently by the Receiving Party without any reference to the Confidential Information of the Disclosing Party, or (vii) is transformed or aggregated Customer Data not specifically identifiable to Customer. The confidentiality obligations in this Section 5 will expire five (5) years after termination or expiration of this Agreement, except for Confidential Information which constitutes "trade secrets" as defined herein with such "trade secrets" remaining confidential for as long as applicable law allows.

- **5.3 Exceptions.** The obligations set forth in Section 5.1 shall not apply to any information that is required to be disclosed by law, subpoena or other process; provided that the Receiving Party gives prompt written notice of such requirement to the Disclosing Party to allow the Disclosing Party to seek a protective order or other appropriate remedy.
- **5.4 Return of Confidential Information.** The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party's Confidential Information and Trade Secrets and all portions and copies thereof, which are in Receiving Party's possession or control.

Section 6. Intellectual Property Rights

- **6.1 RealPage Property.** All Intellectual Property rights are and shall remain the property of RealPage, its Affiliates and/or its licensors. Customer acknowledges and agrees that RealPage may provide the Services through one or more Affiliates.
- **6.2 Customer Responsible.** Customer shall use its diligent efforts to ensure that its employees, officers, agents, Affiliates and owners, shall abide by the terms of this Agreement, and Customer shall be fully responsible for a breach of this Agreement by any of the foregoing.
- **6.3 Proprietary Markings.** Unless requested by RealPage or authorized in writing by RealPage, Customer shall not remove any proprietary markings or license conditions provided in, on or in association with the Rainmaker System, including the Solutions(s), Rainmaker Enhancements, the Host Systems, Rainmaker Data, including the Rainmaker Output, or Instructional Information. RealPage may elect, at any time, to change any of the Trademarks and/or Service Marks associated with the Rainmaker System.
- **6.4 Additional Documents.** Customer shall execute and deliver to RealPage, in such form as RealPage shall request, any and all documents or other records which may be necessary or desirable to assist RealPage (on its own behalf or on behalf of its licensees) in applying for the grant of, registering, recording, renewing, documenting, claiming, transferring or enforcing any Intellectual Property rights. Customer shall also reasonably cooperate with RealPage in any actions that RealPage (or its licensees) may elect to take with respect to applying for the grant of, registering, recording, renewing, documenting, claiming, transferring or enforcing any Intellectual Property rights.

Section 7. Term and Termination

7.1 Term of this Agreement.

- 7.1.1. This Agreement shall commence as of the Effective Date and shall continue for the period set forth in the Order Form (the "License Term") unless terminated earlier in accordance with this Section 7.
- 7.1.2. THIS AGREEMENT AND THE HOSTED LICENSE GRANTED HEREUNDER SHALL TERMINATE AND BE NULL, VOID AND OF NO EFFECT UPON THE SALE, ASSIGNMENT OR TRANSFER OF THE MANAGED PROPERTIES TO A THIRD PARTY THAT IS NOT AN AFFILIATE OF CUSTOMER, WHETHER BY CONTRACT OR LAW, OR BY WAY OF ACQUISITION OR MERGER THAT RESULTS IN A CHANGE OF CONTROL OF CUSTOMER, OR UPON THE LOSS BY CUSTOMER OF THE RIGHT TO MANAGE THE MANAGED PROPERTIES. THIS AGREEMENT AND THE HOSTED LICENSE GRANTED HEREUNDER SHALL NOT BE ASSIGNED BY CUSTOMER, AND ANY ATTEMPT BY CUSTOMER TO DO SO, SHALL BE NULL, VOID AND OF NO EFFECT AND SHALL CAUSE THE TERMINATION OF THIS AGREEMENT EFFECTIVE IMMEDIATELY.
- **7.2 Termination by RealPage.** In addition to all other rights of RealPage in the event of a Customer breach, RealPage may terminate this Agreement and the license granted hereunder if Customer materially breaches any of its obligations and fails to cure such breach within ten (10) business days of its receipt of written notice of RealPage's intention to terminate.

- **7.3 Termination by Customer.** Customer may terminate this Agreement if RealPage materially breaches any of its obligations and fails to cure such breach within ten (10) business days of receipt of written notice of Customer's intention to terminate. Customer may also terminate this Agreement as set forth in the Order Form.
- **7.4 Rights upon Termination.** In the event of a termination of this Agreement for any reason, all (i) Fees accrued and due through the date of termination, (ii) Minimum Fees, Minimum Base Unit Fees and other Fees that would have been due through the end of the License Term but for such termination (except in the event of termination by Customer pursuant to Section 7.3), and (iii) reimbursement owed by Customer through the date of termination under this Agreement, shall be paid to RealPage upon such termination by Customer and all rights of Customer and obligations of RealPage under this Agreement shall terminate, other than those rights and obligations that survive the termination of this Agreement.
- **7.5 Payment Obligations upon Termination.** Neither termination nor expiration of this Agreement shall relieve Customer of any payment obligations or other obligations that accrued prior to the date thereof.
- **7.6 Survival.** All obligations relating to: (i) non-use and non-disclosure of Confidential Information; (ii) payment of accrued but unpaid fees under Section 3 and any amounts due under Sections 7.4 or 7.5; (iii) limitation of liability; (iv) intellectual property; (v) warranty, and (vi) all other obligations that, by their nature or terms should reasonably survive any such termination, will survive termination of his Agreement.

Section 8. Representations and Warranties; Disclaimers

- 8.1 RealPage Warranties. RealPage represents and warrants to Customer that:
- 8.1.1 RealPage has, and will continue to have during the License Term, the right, power and authority to license the Rainmaker System to Customer and to grant Customer any and all rights in the Rainmaker System as are more particularly set forth in this Agreement. RealPage hereby agrees to indemnify, defend and hold harmless Customer from and against any and all claims, costs, expenses, losses, damages and liabilities (including legal costs and reasonable attorney's fees) incurred by Customer in the event that the representation and warranty set forth in this Subsection 8.1.1 is or becomes false or misleading in any material respect.
- 8.1.2 RealPage is a corporation validly existing and in good standing under the laws of the state of its organization, and has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. This Agreement has been duly and validly executed and delivered by RealPage and, once executed and delivered by Customer, constitutes the legal, valid and binding obligation of RealPage.
- 8.1.3 No action, approval, consent or authorization, including, but not limited to, any action, approval, consent or authorization by, or filing with, any governmental authority, is necessary or required as to RealPage in order to constitute this Agreement as valid, binding and enforceable obligations of RealPage in accordance with its terms.
- 8.1.4 The terms and conditions of this Agreement and the execution of this Agreement by RealPage do not violate, conflict with or result in a breach of any agreement, contract, license or instrument to which RealPage is a party or which would affect RealPage's obligations or the rights of Customer under this Agreement.
- **8.2 DISCLAIMER.** THE RAINMAKER SYSTEM, INCLUDING THE SOLUTIONS, RAINMAKER ENHANCEMENTS, HOST SYSTEMS, RAINMAKER OUTPUT, INSTRUCTIONAL INFORMATION AND RELATED SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 OF THIS AGREEMENT, NEITHER REALPAGE NOR ITS LICENSORS NOR SUPPLIERS MAKE OR GRANT ANY OTHER WARRANTIES AND HEREBY DISCLAIM THEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY WARRANTY THAT THE OPERATION OF THE RAINMAKER SYSTEM WILL BE UNINTERRUPED OR ERROR FREE.
- **8.3 Customer Warranties.** Customer represents and warrants to RealPage that:
- 8.3.1 Customer is a corporation, limited liability company or limited partnership validly existing and in good standing under the laws of the state of its organization, and has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. This Agreement has been duly and validly executed and delivered by Customer, and constitutes the legal, valid and binding obligation of Customer.

- 8.3.2 No action, approval, consent or authorization, including, but not limited to, any action, approval, consent or authorization by, or filing with, any governmental authority, is necessary or required as to Customer in order to constitute this Agreement as valid, binding and enforceable obligations of Customer in accordance with its terms.
- 8.3.3 The terms and conditions of this Agreement and the execution of this Agreement by Customer do not violate, conflict with or result in a breach of any agreement, contract, license or instrument to which Customer is a party or which would affect Customer's obligations or RealPage's rights under this Agreement.
- 8.3.4 Customer shall not use, and shall not permit its Affiliates or its or their employees or contractors to use, the Rainmaker System for any unlawful purpose.

Section 9. Limitation of Liability

9.1 Limitation of Liability. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, REALPAGE, ITS SUPPLIERS, LICENSORS AND AGENTS, SHALL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, BUSINESS OR GOODWILL, LOST OR DAMAGED DATA OR REPLACEMENT OF GOODS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REALPAGE AND ITS SUPPLIER'S, LICENSOR'S AND AGENT'S AGGREGATE LIABILITY TO CUSTOMER FOR ALL CLAIMS (EXCLUDING PHYSICAL INJURY OR TANGIBLE PROPERTY DAMAGE RESULTING FROM NEGLIGENCE OR WILLFUL MISCONDUCT) THAT ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO REALPAGE UNDER THIS AGREEMENT DURING THE CALENDAR YEAR IN WHICH SUCH CLAIM FIRST ACCRUED. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY REMEDY HEREUNDER, AND APPLY REGARDLESS OF WHETHER ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

Section 10. Miscellaneous

- 10.1 Law and Jurisdiction. The validity of and performance under this Agreement shall be governed by the laws of the State of Texas (excluding its choice of law principles) except as to copyright and trademark matters, which are governed by federal laws. If either Party commences any legal proceeding with respect to this Agreement, it will do so exclusively in the federal or state courts sitting in Dallas County, Texas. Each Party waives its right to a jury trial in any litigation.
- 10.2 Joint Marketing Effort. RealPage may make general references to its relationship with Customer in appropriate marketing materials, such as press releases, white papers, testimonials etc. Customer agrees to provide reasonable assistance to RealPage in these efforts.
- 10.3 Equitable Relief. The Parties acknowledge that a breach of Section 2 (License Grant), Section 5 (Confidential Information) and Section 6 (Intellectual Property Rights) by one Party will give rise to irreparable injury to the other Party which is not adequately compensable in damages or at law. Accordingly, the Parties agree that injunctive relief will be an appropriate remedy to prevent violation of either Party's respective rights and/or obligations under those Sections. However, nothing in this Section 10.3 shall limit a Party's right to any other remedies in equity or at law, including the recovery of damages.
- 10.4 Invalidity. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain in effect.
- 10.5 Waiver. The waiver by a Party of a right hereunder must be in writing and signed by the Party holding such right. The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.
- 10.6 Notices. Any notices required or permitted to be delivered hereunder shall be in writing and delivered (i) by hand, by overnight courier or by registered mail, return receipt requested, or (ii) by confirmed email or confirmed facsimile (except that neither email nor facsimile shall be deemed sufficient for notices of breach or termination) as to RealPage, to the address set forth below, and as to You, at the address set forth on the Order Form. Notices shall be deemed given when actually received.

If to RealPage:

Attn: Chief Legal Officer 2201 Lakeside Blvd.

Richardson, Texas 75082

- **10.7 Entire Agreement; Amendment.** These Terms of Service, together with each Order Form, is the entire agreement of the parties regarding the subject matter hereof, superseding all other agreements between them, whether oral or written. RealPage may update or revise these Terms of Service from time to time in its sole discretion without notice to you, and RealPage recommends that You review these Terms of Service on a regular basis to stay abreast of the most current version. The most current version will be posted on the Site. Your continued use of the Services after any update or revision to these Terms of Service constitutes Your acceptance of the updates or revisions. Order Forms governed by these Terms of Service may be executed in one or more counterparts, each of which when so executed and delivered or transmitted by facsimile, e-mail or other electronic means, shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A facsimile or electronic signature is deemed an original signature for all purposes under this Agreement.
- **10.8 Conflicts.** In the event of any irreconcilable conflict between these Terms of Service and those in an Order Form, the terms of these Terms of Service shall prevail over the Order Form to the extent necessary to resolve such conflict.
- **10.9 Headings, Interpretation, Waiver.** The headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to Sections (e.g., Section 8) of this Agreement shall refer to all minor Sections (e.g., Section 8.1, 8.2, etc.) under that Section. This Agreement shall be interpreted as to its fair meaning, and shall not be strictly construed against either Party, regardless of the actual drafter of the Agreement.
- **10.10 Independent Contractors.** Each Party is an independent contractor, and neither Party is, nor shall claim to be, a legal representative, partner, franchisee, agent or employee of the other.
- **10.11 Force Majeure.** Neither Party shall be responsible for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.
- **10.12 General.** The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. All rights under this Agreement are cumulative.
- **10.13 Assignment.** Customer may not assign or transfer this Agreement by operation of law or otherwise without the prior written consent of RealPage, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Customer may assign or otherwise transfer its rights and obligations under this Agreement to a third party who assumes the obligations of Customer through a merger or acquisition other than a merger or acquisition that results in a change in control of Customer. Any assignment or transfer in violation of this section shall be void. RealPage may assign or otherwise transfer this Agreement and/or its rights and obligations hereunder without the consent of Customer.
- **10.14 Attorney's Fees.** In any action or proceeding brought by RealPage to enforce any provision of this Agreement, RealPage shall be entitled to recover the reasonable costs and expenses incurred by it in connection with that action or proceeding including, but not limited to, attorneys fees.
- **10.15 Time to Bring Claims.** Any claim of Customer arising out of or relating to this Agreement shall be brought within two (2) years of the date on which the claim arose or such claim shall be waived and forever barred.

DESCRIPTION OF SOLUTIONS

LRO® Revenue Management Solutions:

LRO Standard System and Services

Hosted License to RealPage LRO® System including Enhancements provided by RealPage;

Included Services: Initial property setup for Customer's initial Managed Properties and any ongoing modifications of the information with respect to those Managed Properties;

Initial property setup and ongoing modifications for additional Customer Managed Properties that are added under the Hosted License from time to time;

Daily processing of LRO System batches;

Operating and maintaining all LRO System components located in RealPage facilities; Included Support as described below.

Included Training During Training Period: Upon initial implementation of LRO Standard System Services, RealPage will conduct one on-site training at Customer's corporate office and conduct additional "go-to-meeting" web-ex training (which could include standardized courses offered on-line through LRO University for Customer's team members as groups of Managed Properties come on-line and "train the trainer" sessions via web-ex so Customer may support internal training for the Managed Properties that are added from time to time.

Training Period 90 day period beginning as of the Effective Date.

Fee Based Optional Training after Training Period Customer may purchase additional training services at fees quoted by RealPage. Additional on-site training at Customer site is for \$250/hour in minimum blocks of 6 hours (\$1500).

LRO Pricing Services

RealPage will assume or otherwise facilitate the role of Pricing Revenue Manager (PRM) for Customer including:

Conducting project status calls every week in connection with implementation of the first Managed Property on the LRO System;

Conducting project status calls every week in connection with implementation of the first Managed Property on the LRO System;

Assisting and facilitating the activation of Customer properties on the LRO System;

Advising Customer on unit type consolidation, assisting Customer in review of amenity values at the Managed Properties, and helping Customer with inputting and analysis of weights/positions for competitive landscape of each Managed Property during implementation on the LRO System;

Producing and delivering weekly or bi-weekly Project Status reports using RealPage's Rainmaker Project Scorecard to update Executive Sponsor and Project Team from Project Kick-off meeting through implementation of first Managed Property on the LRO System;

Facilitating Customer's weekly Pricing Calls during the Term. Each pricing call may include all Customer Managed Properties that are then utilizing the LRO System.

LRO Budget RealPage's Rainmaker budgeting and revenue forecasting Solution.

LRO Automated Comps provides automatic updates of competitor floor plan pricing. The data is sourced from Internet Listing Services (ILS) and imported into LRO each week.

LRO Owner Reporting For owners of multiple properties, not all of which are on LRO, such owners can upload their property data into the LRO System and RealPage will provide its standard business intelligence reporting services for all such properties.

LRI® - **Lease Revenue Intelligence**. RealPage's web based reporting application that blends key data from RealPage's LRO and Customer's property management system to generate actionable insights to improve revenue performance. This Solution gives asset management, ownership, and property management companies detailed visibility into leading and lagging revenue oriented data for their entire portfolio, regardless of the market or property management system.

Standard Historical Benchmarking

RealPage's standard Historical Benchmarking Solution will track the internal performance of Customer's Managed Properties, including providing data on historic occupancy and average monthly rental. The type of reports that will be disseminated via the Benchmarking Solution will be determined by RealPage in its sole discretion. RealPage may deliver aggregate historical reports that include data regarding third party comparable properties (as determined by RealPage). RealPage will not identify the specific properties included within any such aggregated data benchmarking reports, but only the markets and submarkets for which the reports were developed. RealPage will include at least 5 properties within each aggregated report.

Marketing Solutions:

Rent Jungle® Solution. RealPage will post Customer provided rental advertisements and related services on its Rent Jungle site (the "Site").

Rent Jungle Basic ILS includes a basic listing on the Site.

Rent Jungle Featured ILS includes syndicated Lead generation, access to tracking and premier listing location. Additional terms and conditions applicable to the Rent Jungle Solution are set forth on Schedule 1 below.

Rent Syndication Premium. LRO Rent Syndication Premium Module is RealPage's automated pricing integration and syndication solution for publishing LRO pricing to non-PMS 3rd parties and internet listing services (ILSs).

Customer will receive free, automated basic listings on RealPage's Rent Jungle ILS;

If Premium Syndication Vendors is selected on the Order Form, LRO Rent Syndication can publish Customer's LRO pricing to those premium ILSs with whom RealPage's Rainmaker has integrations. See sample list of ILSs as of the date of these Terms of Service (subject to change without update or notice):

Rent Jungle

Padmapper Apartments.com

Rent.com

Apartment Finder

Apartment List Rentals.com

Apartment Guide

Trulia

Hotpads

Zillow

If Third Party Pricing Transmission Services is selected on the Order Form, LRO Rent Syndication can publish Customer's LRO pricing to those 3rd party pricing transmission service vendors (non- ILS) integrated with LRO Rent Syndication. See sample list of non-ILS vendors as of the date of these Terms of Service (subject to change without update or notice):

365Connect Level One AnvoneHome Maxleases AppAddictive Nestio Ellipse On-Site Engrain Power Pro > EREI/LeaseStar Property Solutions Find My Spot

Rainmaker Insights.

The Solution provides rental market data for all United States cities updated in real time. Data is available as a feed or API. Customers can perform intelligent market research for any number of purposes, including for example, to optimize pricing, identify viable investments, perform forecasting and other purposes.

Leasing Performance Management Solutions:

ILM ® **Intelligent Lead Management Solutions.** Rainmaker ILM is the product formerly known as SlopeJet. The ILM platform helps property managers see and manage leasing performance. ILM's dashboard and lead management solution enables users to spot opportunities or issues to understand and control the variables impacting leasing performance. ILM consists of two separate solutions that can be contracted together or separately:

ILM Dashboard – This leasing analytics Solution allows customers to dissect and analyze multiple elements of each lead.

ILM Jetpack – This Solution allows multifamily organizations to manage leasing activities.

INCLUDED SUPPORT FOR ALL SOLUTIONS:

Telephone Support. Support personnel will be available to provide support services on business days, from 8:30 a.m. to 7:00 p.m., Eastern Time. Customer may receive 4 hours of telephonic support per month.

Errors. If the Rainmaker System does not operate in accordance with its documentation, such failure will be considered an "Error". For prioritization purposes only, Errors will be classified and responded to in accordance with the chart set forth below. The five severity classifications are ranked in order of the severity of their impact to the end user. RealPage will determine the severity classifications applicable to any particular Error reported by either Party.

Severity Classification	Туре	Description	Priority of Effort
1	Fatal	Error causes Rainmaker System to crash or lock up, or destroys data.	Continuous effort by support personnel to develop a work around. Once a work around is developed, continuous effort by the support personnel during normal business hours, to the extent productive, to provide a final fix.
2	Major	Error renders major system function unusable, and no easy work around.	Continuous effort by support personnel during normal business hours to develop a work around. Once a work around is developed, continuous effort by select support personnel during normal business hours, to the extent productive, to provide a final fix.
3	Minor	Error renders major system function unusable but easy work around, or renders minor system function unusable.	Continuous effort by select support personnel during normal business hours to develop a fix and work around. Priority for a final fix and work around will be mutually determined by the Parties.
4	Nuisance	Error creates minor system nuisance which does not limit the functionality of system.	Priority for a final fix and a work around will be mutually determined by the Parties.
5	Doc	Documentation or change request.	Priority for a fix and a final work around will be mutually determined by the Parties.

Response Goals

Depending on the classification of an error, RealPage will, subject to availability of support personnel, direct the support personnel to take the action listed above.

Schedule 1

Additional Rent Jungle Terms and Conditions

The following additional terms apply to RealPage's provision of and Customer's use of the applicable Rent Jungle Solution (s) selected by Customer on the applicable Order Form:

1. Definitions.

"Advertisement" means any listing, advertisement, promotion or marketing of Customer, Customer services or Customer Managed Properties on our through the Rent Jungle Solution pursuant to this Agreement. "Lead" means an inquiry about a Customer Advertisement from a potential renter or other individual.

"Rent Jungle Solution" means an internet listing service hosted by RealPage on the Rent Jungle Site (and if applicable, on other syndicated sites) on which Customer may list and feature its Managed Properties for rent and post other Advertisements for the purposes of generating Leads.

- **2. Advertising Content.** It is Customer's responsibility to provide RealPage all content that Customer desires to include in its Advertisements, including any and all graphics, images, documents, text, data, logos and trademarks ("Customer Content"). Customer must provide its initial Content to RealPage within ten (10) days of execution of the applicable Order Form.
- **3. Customer Content License.** Customer grants to RealPage a worldwide, non-exclusive, royalty-free, perpetual, transferable, sublicensable, fully paid up license to store, use, copy, reproduce, modify, publicly perform, publicly display, create derivative works of and distribute the Customer Content in any form, media, software or technology of any kind now existing or developed in the future. Customer further grants to RealPage and its affiliates a royalty-free right and license to use Customer's name, image and likeness in connection with the reproduction and distribution of the Customer Content. Customer acknowledges and agrees that it has retained a copy of its Content, and hereby releases RealPage and any third parties involved in the creation or delivery of the Customer Content or any Advertisements therefrom, from any and all liability for loss of, or damage to, the Customer Content provided by Customer to RealPage hereunder.
- 4. Customer acknowledges that neither the Customer Content nor provision thereof is Confidential Information. Customer further acknowledges that in the event that Customer has not provided sufficient content for an Advertisement as determined by RealPage, content for some Advertisements may be automatically selected for Customer by (for example, a placeholder graphic may be used by RealPage), and Customer consents to such replacement or additional content in connection with its Advertisement. Customer must also provide RealPage with a current working email address for communication and notice purposes. RealPage reserves the right to alter or change any Advertisement at any time with or without prior notice.
- **5. Cross Posting/Syndication.** RealPage may cross post or syndicate an Advertisement to other listing services and search engines, in RealPage's sole discretion, in order to drive the maximum traffic to Customer's listing.
- **6. Usage Statistics.** In addition to all other warranty disclaimers in the Terms of Service, RealPage specifically disclaims and makes no guarantees or warranties with respect to usage statistics or levels of impressions or Leads that might be derived for or from any Advertisement or posting or any other results arising out of Customer's use of the Rent Jungle Module. Customer acknowledges that the Rent Jungle Solution is a non-exclusive advertising and information service and RealPage does not broker, lease or sublease the Managed Properties and is not a party to any transactions.
- 7. Customer Warranties, Right to Reject, Cancel or Remove Advertisements. Customer represents and warrants that (i) it has all rights, authority and permissions necessary to provide the Customer Content to RealPage and to post on the Site, (ii) use of such Customer Content in the Advertisements will not infringe or misappropriate any copyright, trademark, trade secret, patent or other intellectual property right of any third party, (iii) the Customer Content will not violate any applicable federal, state or local law or regulation, including but not limited to, any fair housing laws or regulations or applicable real estate licensure or brokerage regulations or cause injury to any person, and (iv) the Customer Content is truthful and accurate. Without limiting the foregoing, Customer will not in any Advertisement indicate any preference, limitation or discrimination because of race, color, religion, sex, physical or mental disability and or familial status, and Customer shall not submit any Content that is derogatory or objectionable or is otherwise in breach of the Content Guidelines set forth below. If Customer includes any promotional offers as part of its Advertisements ("Coupons"), Customer shall be solely responsible for all aspects of such Coupon programs, including redemptions and compliance with all applicable marketing laws, and RealPage shall have no liability whatsoever in the event of any claims involving such Coupons. While RealPage has no obligation to monitor or review any Customer Content or Advertisements, RealPage reserves the right to reject, cancel or remove any Customer Content, Advertisement, URL, link, or space reservation, at any time, for any reason whatsoever in its editorial discretion without prior notice to Customer, including without limitation, should RealPage determine, in its sole discretion, that any of the Customer Content is objectionable or unusable for any reason. Customer expressly agrees that Customer is solely responsible for any and all Customer Content submitted by Customer to RealPage for this purpose. Customer acknowledges that all Leads are Rainmaker Output as defined in this Agreement and may be used by Customer solely for its internal business purposes and may not be transferred or resold by Customer. Customer shall comply with all applicable laws in connection with its use of all Leads provided under this Agreement.

- **9. Limitation of Liability.** In the event of any breach by RealPage of its obligations to Customer with respect to Rent Jungle, RealPage's sole liability to you and your sole remedy under the Agreement shall be limited to, at RealPage's discretion: (a) a pro-rated refund of any Fees as specified in the Order Form pre-paid by Customer for the Rent Jungle Solution, (b) placement of an Advertisement at a later date per specifications in the Order Form, or (c) extension of the term of the Order Form until the contracted Advertisements are delivered. In no event will RealPage be liable for any monetary amounts in connection with the provision of the Rent Jungle Solution in amounts greater than the amounts set forth in 9(a) above.
- **10. Indemnification.** You shall release, indemnify, defend and hold harmless RealPage and its Affiliates from and against all claims, actions, demands, costs, expenses, including attorneys fees, harm, or losses arising out of or resulting from (a) Customer's breach of any term or condition of this Agreement, and/or (b) a claim that the Customer Content infringes or misappropriates any third party's trademark, copyright, trade secret, patent rights, or any other intellectual property rights of such third party or otherwise violates any law. Your obligation to indemnify, defend and hold RealPage harmless will survive any expiration or termination of the Agreement.
- **11. Content Guidelines.** Customer will not upload, post, transmit, transfer, distribute or facilitate distribution of any content (including text, images, sound, video, data, information or software) or otherwise use the Rent Jungle Solution and Services in a way that:

depicts nudity of any sort including full or partial human nudity or nudity in non-human forms such as cartoons, fantasy art or manga.

incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism,

or gratuitous violence.

misrepresents the source of anything you post or upload, including impersonation of another

individual or entity.

includes content that is protected by intellectual property laws, rights of privacy or publicity, or any

other applicable law unless you own or control the rights thereto or have received all necessary

consents.

is intended to harm or exploit minors in any way.

is illegal or violates any applicable local and national laws; including but not limited to child

pornography, illegal drugs, software piracy or harassment.

threatens, stalks, defames, defrauds, degrades, victimizes or intimidates an individual or group of

individuals for any reason; including on the basis of age, gender, disability, ethnicity, sexual

orientation, race or religion; or incites or encourages anyone else to do so.

promotes or otherwise facilitates the purchase and sale of ammunition or firearms.

contains advertising for money making schemes, discount cards, credit counseling, online surveys or

online contests.